



Finance and Administrative Services Department • Purchasing Division
500 Castro Street • Post Office Box 7540 • Mountain View, California 94039-7540 • 650-903-6324 • FAX 650-968-5472

May 7, 2010

Insert Company Name Here

REQUEST FOR PROPOSALS FOR ANNUAL CISCO SMARTNET MAINTENANCE, NO.
R101601

The City of Mountain View invites your submittal of a proposal to provide the above-referenced goods and/or services according to the attached specifications, terms and conditions. Please complete this proposal as instructed below and return to the City at the address specified below and by the date due for proposal submittals.

TO: Chris Hartje, Supervising Buyer
City of Mountain View
500 Castro Street
Mountain View, CA 94041
or
P.O. Box 7540
Mountain View, CA 94039-7540

The undersigned proposes to furnish to the City of Mountain View goods and/or services as defined herein for the prices shown herein in accordance with the specifications, terms and conditions attached hereto.

This Request for Proposals includes the following sections:

- Section 1: Instructions for Submitting Bids (Pages 1 - 2)
- Section 2: Specifications (Pages 3 - 10)
- Section 3: Bid Schedule (Pages 11 - 12)

SECTION 1: INSTRUCTIONS FOR SUBMITTING RESPONSES

1. **Date Due:** 4:00 PM, THURSDAY, MAY 20, 2010

2. **Preproposal Conference/Walk-Through:**

☐ Required ☒ Not Required

If required, the date, time and location of the preproposal conference/walk-through will be noted below. If required, the Vendor must attend the preproposal conference/walk-through to ensure that the Vendor is completely familiar with the work requested. The Administrative Services Manager may waive this requirement if, in the opinion of the Administrative Services Manager, the Vendor is familiar with the job.

The preproposal conference/walk-through will be held from ____ a.m. to ____ a.m. on _____, beginning at _____, Mountain View, California.

3. **Questions:** Call the person named above at (650) 903-6324 for questions regarding this proposal process.

4. **Reply Format:** The entire proposal form, including all attachments, must be returned by the due date to the above address. Vendors must submit three (3) copies of the proposal. Please minimize the bulk of your proposal by only submitting one (1) copy of standard brochures and materials. You are free to organize your proposal as you wish, as long as it includes the requested information and all of the forms included in this Request for Proposals (RFP) are completed as required. Vendors must number all pages of any attachments to the RFP and reference page and paragraph number of the RFP for all comments to the RFP. Vendors are asked to clearly identify any limitations or exceptions to the requirements inherent in this Request for Proposals. Alternative approaches will be given consideration if the approach clearly offers increased benefits to the City.

The proposal must include at least five (5) references of recent similar work experience, preferably for city governments. These references must include a contact person, phone number, length of time with the reference and brief description of the work/deliverables performed. The proposal must also include the Vendor's: most recent audited financial statements; number of years in business; description of any current ongoing litigation and who the litigation is with; number of employees in Northern California (listed by type of job category); business organization chart; ownership of your company; resumé of owner,

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president and/or top managers; and particular information regarding the individual who will be responsible for the work/deliverables requested in this RFP.

5. **Responsiveness and Selection Process:** The decision for selection will be made on a combination of criteria, including: total cost (including ongoing operating costs) and proposed value; similar successful experience; project management approach; technical merit; documented experience of employees to be involved with this service; quality and completeness of proposal; proof of warranty and repair services; degree and number of exceptions to specifications; proof of equivalency; flexibility and ability to be proactive; Vendor's ability to start the required services in a timely fashion; perception of company stability; and, if requested, oral presentation and tour of current similar work sites.

The City reserves the right to reject any and all proposals or to waive any minor errors, discrepancies or irregularities. The selection will be at the discretion of the Administrative Services Manager and may be made in any manner that best meets the needs of the City.

6. **Proposed Contract:** If one of the attachments to this RFP is a proposed contract, then the City intends to use the contract form in awarding this RFP. Vendors should review the terms and conditions contained in the contract and must note any exceptions, additions or modifications they would propose. Blanket substitution of the Vendor's standard contract for the City's proposed contract will not be permitted. If there is no attachment of a proposed contract, then the City plans to use the terms and conditions listed herein. If the Vendor desires to include additional terms and conditions, those terms and conditions to be added must be included in the Vendor's proposal and must be in a format easily readable by the City, to be at least 12-point type in black ink on white paper.

SECTION II: TERMS AND CONDITIONS

1. **Payment Terms:** The City's terms are, at a minimum, net thirty (30) days after receipt of all goods and/or services and receipt of an approved invoice. Progress payment may be made if any of the following options have been selected by the City:
 - ☐ The City will pay eighty percent (80%) of the contract amount based upon operational completeness of all components of the project and receipt of an approved invoice. The balance will be paid within thirty (30) days, after thirty (30) continuous uninterrupted satisfactory days of operation and acceptance by the City.
 - ☐ The City will make monthly payments thirty (30) days after receipt of an approved invoice. Should the Vendor fail to provide the specified hours/service required on any specific day, those hours/services not provided may either be rescheduled at the City's discretion or deducted from the appropriate service period invoice using the additional service hourly rate(s) to calculate the deduction.
 - ☐ The City will pay twenty-five percent (25%) upon receipt of all hardware, forty percent (40%) upon successful installation, fifteen percent (15%) upon completion of all training and data conversion and the balance will be paid within thirty (30) days after thirty (30) continuous days of uninterrupted satisfactory performance and acceptance by the City.
2. **Time of Delivery/Completion:** Time is of the essence on this purchase order. The Vendor shall deliver all of the goods or complete all of the services called for under this proposal within the number of working/calendar days or by the date specified for completion in this proposal, unless the delays are caused by the City or by acts of God. Failure to deliver on time shall be grounds for termination of this Agreement or invoke "Liquidated Damages" if required below.
3. **Freight Charges:** All prices bid shall include all freight costs and ownership transfers to the City at the City's location and are F.O.B. destination to the designated locations. Freight, if quoted separately, shall be prepaid and added to the invoice with ownership transferring to the City when delivery is completed to the City's location.

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4. **Liquidated Damages:**

☐ Required ☒ Not Required

If required, it is agreed by the Vendor that if the goods or services are not delivered complete, as called for in this proposal, damages will be sustained by the City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is, therefore, agreed that the Vendor will pay to the City the sum of Three Hundred Fifty Dollars (\$350) per day for each and every calendar day's delay in finishing the work in excess of the number of working or calendar days prescribed or in excess of the date specified for completion or delivery of the goods or services, whichever is applicable in this Proposal; and the Vendor agrees to pay said liquidated damages as herein provided; and in case the same are not paid, agrees that the City may deduct the amount thereof from any moneys due or that may become due the Vendor under this proposal.

Partial payments paid to the Vendor after the scheduled completion dates shall not be constituted as a waiver of the City's right to assess liquidated damages.

5. **Firm Prices:** All quotes will be held firm for a minimum of thirty (30) days after the proposal due date listed above to allow adequate time for the City to consider each proposal and make an award. All blanks for unit price and total price shall be completed. Any discrepancy between the unit price and the extended or total price shall be determined by taking the lower price. Upon receipt of this proposal by the City, the Vendor shall be presumed to be thoroughly familiar with all the aspects of this proposal, including installation sites and all specifications and requirements of this proposal. The failure or omission to examine any location, equipment, form, instrument or document shall in no way relieve Vendor from any obligation in respect to this proposal.

Upon award, pricing shall be held firm through the duration of agreement.

6. **Warranty:** The delivered or installed goods, equipment or services shall be warranted to be free from defects in materials and workmanship. The warranty period shall begin upon acceptance by the City. As a minimum, all goods, equipment and services shall be warranted to operate satisfactorily in accordance with the requirements of these specifications, the representations of the Vendor and the published specifications of the manufacturer(s) for a period of at least one (1) year. Any defective goods, equipment or services shall be replaced or repaired within three (3) days at the City's location during the warranty period at no expense to the City.

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7. **Prevailing Wages:**

☐ Required ☒ Not Required

If required, notice is hereby given that the latest general prevailing rate of per diem wages, as determined by the Director or the Department of Industrial Relations, State of California, is to be paid to the various craftsmen and laborers employed in the construction of this project and is made a part of the specifications and contract for this project.

Reference is hereby made to copies of the general rate of per diem wages as determined by the Director of the Department of Industrial Relations on file in the Department of Public Works, City of Mountain View, which are available to any interested party.

For failure to pay the prevailing wages, the contractor shall forfeit, as a penalty, to the City, Fifty Dollars (\$50) for each workman for each calendar day or portion thereof who is paid less than the stipulated prevailing wage for work done under this contract, in violation of the provisions of the Labor Code, Sections 1770 to 1780, inclusive. In addition to said penalty, the contractor, or subcontractor, shall pay to each worker the difference between the prevailing wage and the amount paid to said worker for each calendar day for which said worker was paid less than the prevailing wage.

8. **MSDS:** General Industrial Safety Order 5195 requires Material Safety Data Sheets (MSDS) be supplied, for all applicable items, with the initial delivery.
9. **Licensed Contractor:** All contractors bidding on work requiring a State of California Contractor's License must state under penalty of perjury that they are a licensed contractor by listing their license number, date of expiration, type of license and description of that type of license.

Contractor's License No.: _____
Date of Expiration: _____
Type of License: _____
Description of License: _____

10. **Ownership and Collusion – Financial Interest by City Employees:** The bidder certifies, by signing this proposal, that he/she has not, directly or indirectly, been collusive with any other vendor or anyone else interested in this proposal. Additionally, the Vendor stipulates that no City officer or employee shall be financially interested, either directly or indirectly, in any contract, sale, purchase or lease to which the City is a party, and the Vendor stipulates that no City officer or

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employee has greater than five percent (5%) ownership in this company, as per Section 706 of the City of Mountain View Charter.

11. **Independent Contractor:** It is agreed that the Vendor is an independent contractor, and all persons working for or under the direction of the Vendor are Vendor's agents, servants and employees, and said persons shall not be deemed agents, servants or employees of the City.
12. **Assignment:** This Agreement, nor any part of this Agreement, may not be assigned without the written consent of the other party.
13. **Termination:** The City may terminate this Agreement at any time with ten (10) days' written notice. The City will only pay for goods or services ordered and accepted by the City. Any payments made in advance will be returned to the City on a prorated basis, with the City only paying for those services actually provided.
14. **Funding Out Clause:** The City may terminate this Agreement every June 30, based upon the City Council not funding the purchase of goods or services to be provided in this Agreement after each July 1.
15. **Nondiscrimination.** The Vendor shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status or physical or mental disability.
16. **Applicable Laws and Attorneys' Fees:** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.
17. **Subcontractors:** The City prefers a proposal with a single or primary vendor. If you propose a multi-vendor or subcontracted approach, clearly identify the responsibilities of each party and the assurances of performance you offer. The Vendor is the prime contractor and is solely responsible for all of the Vendor's subcontractors.
18. **Insurance:**
 - a. **Commercial General Liability/Automobile Liability Insurance:** The Vendor shall obtain Commercial General Liability insurance and Automobile Liability

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insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. The Vendor's insurance coverage shall be written on an occurrence basis.

b. Professional Liability Insurance:

☐ Required ☒ Not Required

If required, the Vendor shall obtain Professional Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. Professional Liability insurance must be maintained and evidence of insurance shall be provided to the City for at least three (3) years after completion of work.

c. Workers' Compensation Insurance: The Vendor shall obtain statutory Workers' Compensation insurance and Employer's Liability insurance in the amount of One Million Dollars (\$1,000,000) per accident.

d. Acceptability of Insurers: Insurance is to be placed with insurers with a current *Best Rating* of A:VII unless otherwise acceptable to the City.

e. Verification of Coverage: Insurance, deductibles or self-insurance retentions shall be subject to the City's approval. Original Certificates of Insurance with endorsements shall be received and approved by the City before work commences, and insurance must be in effect for the duration of the contract. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to the City or increase the duration of the project.

f. Other Insurance Provisions:

(1) The City of Mountain View, its officers, officials, employees and volunteers are to be covered as additional insured by Endorsement CG 20 10 11 85 for Commercial General and Automobile Liability coverage.

(2) For any claims related to this project, the Vendor's insurance coverage shall be primary and any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall not contribute to it.

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- (3) Each insurance policy required shall be endorsed that a thirty (30) day notice be given to the City in the event of cancellation or modification to the stipulated insurance coverage.
- (4) In the event the Vendor employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of the Vendor to ensure that all subcontractors comply with the same insurance requirements that are stated in this Agreement.
- (5) Approval of the insurance by City or acceptance of the Certificate of Insurance by City shall not relieve or decrease the extent to which Vendor may be held responsible for payment of damages resulting from Vendor's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.
- (6) If, for any reason, Vendor fails to maintain insurance coverage that is required pursuant to this contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this contract and obtain damages from Vendor resulting from said breach. Alternately, City may purchase such required insurance coverage, and without further notice to Vendor, City may deduct from sums due to Vendor any premium costs advanced by City for such insurance.

19. **Hold Harmless:**

- a. If Professional Liability Insurance **IS** required:

Vendor hereby agrees to and shall indemnify, defend and hold City, its officers, agents and employees harmless from any liability for damage or claims for damage for personal injury, including death and/or property damage, caused by negligent acts, errors or omissions in performance of professional services under this Agreement by Vendor or Vendor's contractors, subcontractors, agents or employees' operations under this Agreement. City shall cooperate reasonably in the defense of any action, and Vendor shall employ competent counsel, reasonably acceptable to the City Attorney.

- b. If Professional Liability Insurance **IS NOT** required:

Vendor shall defend, indemnify and hold City, its officers, employees and agents harmless from any liability for damage or claims of same, including but not limited to personal injury, property damage and death, which may arise from Vendor or Vendor's contractors, subcontractors, agents or

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employees' operations under this Agreement. City shall cooperate reasonably in the defense of any action, and Vendor shall employ competent counsel, reasonably acceptable to the City Attorney.

20. **Reliance Upon Professional Skill:** It is mutually agreed by the parties that the City is relying upon the professional skill of the Vendor, and the Vendor represents to the City that its work shall conform to generally recognized professional standards in the industry. Acceptance of the Vendor's work by the City does not operate as a release of the Vendor's said representation.
21. **Extending Contract Pricing:** The successful Vendor will extend bid pricing as quoted herein to other political subdivisions (i.e., cities, counties, school districts, etc.).

☐ Yes ☐ No

If prices bid herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between the political subdivision and the Vendor.

22. **Entire Agreement:** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. If the attachments or exhibits to this Agreement, if any, are inconsistent with this Agreement, this Agreement shall control.

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23. **Signatures:** The undersigned understands and agrees that the conditions set forth in the instructions to vendors, the terms and conditions, the specifications, together with the proposal and any other documents submitted in response to the foregoing, shall form a part of and be construed with the purchase order/contract.

VENDOR:

_____	_____
Company Name	Street Address of Company

_____	_____
Signature of Officer	City, State, Zip

_____	_____
Printed Name of Officer	Telephone No./Fax No.

_____	_____
Title of Officer	Federal I.D. Tax Number

AS-10^(RFP)
(Rev. 7/12/05)

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City of Mountain View

Cisco Equipment Maintenance Agreement

Prorated period of coverage for 1 year period ending 4/01/2011

Product Number	Serial Number	Svc Level	Service Part Number	Begin Date	End Date	Site ID	Annual List Price	% Discount	Discount Price	Prorated Price
Service Level	SNT:SMARTnet 8x5xNBD									
CISCO2801-SEC/K9	FTX1016W0N7	SNT	CON-SNT-C2801SK9	2010-07-25	2011-04-01	701316	\$_____	_____%	\$_____	\$_____
CISCO2811	FTX1321A1C0	SNT	CON-SNT-2811	2010-08-19	2011-04-01	701316	\$_____	_____%	\$_____	\$_____
CSACSE-1112-K9	QMNCWT5500012	SNT	CON-SNT-CSACS1112	2010-04-02	2011-04-01	701316	\$_____	_____%	\$_____	\$_____
CVPN3005-E/FE-BUN	CAM01490267	SNT	CON-SNT-CVPN3005	2010-07-01	2011-04-01	701316	\$_____	_____%	\$_____	\$_____
WS-C2950G-24-EI	FOC0935ZATA	SNT	CON-SNT-C2950G24	2010-04-02	2011-04-01	701316	\$_____	_____%	\$_____	\$_____
WS-C3560-48PS-S	CAT0929R155	SNT	CON-SNT-356048PS	2010-03-12	2011-04-01	701316	\$_____	_____%	\$_____	\$_____
WS-C3560G-24PS-S	FOC1002Z6VC	SNT	CON-SNT-3560GPS	2010-03-12	2011-04-01	701316	\$_____	_____%	\$_____	\$_____
WS-C3560G-24PS-S	FOC1002Z6VQ	SNT	CON-SNT-3560GPS	2010-03-12	2011-04-01	701316	\$_____	_____%	\$_____	\$_____
WS-C3560G-24PS-S	FOC0952Y3GU	SNT	CON-SNT-3560GPS	2010-03-12	2011-04-01	701316	\$_____	_____%	\$_____	\$_____
WS-C3560G-24PS-S	FOC0952Y3HE	SNT	CON-SNT-3560GPS	2010-03-12	2011-04-01	701316	\$_____	_____%	\$_____	\$_____
WS-C3560G-24TS-S	FOC1017Y4EC	SNT	CON-SNT-3560GTS	2010-04-02	2011-04-01	701316	\$_____	_____%	\$_____	\$_____
WS-C3560G-48PS-S	FOC1004Z198	SNT	CON-SNT-3560G48S	2010-03-12	2011-04-01	701316	\$_____	_____%	\$_____	\$_____
WS-C3560G-48PS-S	FOC1234Z5GV	SNT	CON-SNT-3560G48S	2010-03-18	2011-04-01	701316	\$_____	_____%	\$_____	\$_____
WS-CE500-24PC	FOC0946X4EH	SNT	CON-SNT-CE524PC	2010-03-12	2011-04-01	701316	\$_____	_____%	\$_____	\$_____
Service Level	SNTP:SMARTnet 24x7x4									
WS-C4506	FOX0932044Q	SNTP	CON-SNTP-WS-C4506	2010-04-02	2011-04-01	701316	\$_____	_____%	\$_____	\$_____
WS-C4506	FOX0932044R	SNTP	CON-SNTP-WS-C4506	2010-04-02	2011-04-01	701316	\$_____	_____%	\$_____	\$_____
WS-C4507R	FOX094600LV	SNTP	CON-SNTP-WS-C4507	2010-04-02	2011-04-01	701316	\$_____	_____%	\$_____	\$_____
WS-C6509-E	SMG0944N128	SNTP	CON-SNTP-WS-C6509	2010-04-02	2011-04-01	701316	\$_____	_____%	\$_____	\$_____
WS-C6513-FWM-K9	SAL09410155	SNTP	CON-SNTP-WS-C6513	2010-04-02	2011-04-01	701316	\$_____	_____%	\$_____	\$_____
WS-SVC-FWM-1-K9	SAD094807FM	SNTP	CON-SNTP-WS-FWM1K9	2010-04-02	2011-04-01	701316	\$_____	_____%	\$_____	\$_____
Service Level	SU3:IPS Svc AR 24x7x4:									
ASA5540-AIP20-K9	JMX0951K0J0	SU3	CON-SU3-AS4A20K9	2010-04-02	2011-04-01	701316	\$_____	_____%	\$_____	\$_____
ASA5540-AIP20-K9	JMX0951K0HZ	SU3	CON-SU3-AS4A20K9	2010-04-02	2011-04-01	701316	\$_____	_____%	\$_____	\$_____
ASA-SSM-AIP-20-K9	JAB095002WL	SU3	CON-SU3-ASIP20K9	2010-04-02	2011-04-01	701316	\$_____	_____%	\$_____	\$_____
ASA-SSM-AIP-20-K9	JAB09480346	SU3	CON-SU3-ASIP20K9	2010-04-02	2011-04-01	701316	\$_____	_____%	\$_____	\$_____
Service Level	C4P:SMARTnet 24x7x4 on-site									
ASA5505-UL-BUN-K9	JMX1323Z0TY	C4P	CON-SNT-AS5ULBK9	2010-08-19	2011-04-01	701316	\$_____	_____%	\$_____	\$_____
Totals									\$_____	\$_____

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As a result of this bid, the City anticipates awarding a 3 year pricing agreement. Bidders may offer various price options, including, but not limited to, Option 1: Annual pricing with 2 additional 1- year extensions, Option 2: Three year firm pricing paid up front, and Option 3: Three year pricing with a government lease for annual installments. Option 4: 5 year lease option.

Option 1 - Fixed % Discount

Note: percentage discount shall remain firm through duration of agreement. Successful bidder shall provide Cisco Published List Pricing 30 days in advance of price changes at contract anniversary dates.

Year 1 Maintenance periods Prorated to align expiration dates		\$_____
Year 2 Maintenance, discount off Cisco List Price	_____%	estimated cost \$_____
Year 3 Maintenance, discount off Cisco List Price	_____%	estimated cost \$_____

Option 1 Estimated Grand Total \$_____

Option 2 - 3 year agreement, Paid in advance

Year 1 Maintenance periods Prorated to align expiration dates	\$_____
Year 2 Maintenance,	\$_____
Year 3 Maintenance,	\$_____

Option 2 Grand Total \$_____

Option 3 - 36 month lease agreement, City to make annual payments

Year 1 Maintenance periods Prorated to align expiration dates	\$_____
Year 2 Maintenance,	\$_____
Year 3 Maintenance,	\$_____

Option 3 Grand Total \$_____

Option 4 - 5 year lease agreement, City to make annual payments

Year 1 Maintenance periods Prorated to align expiration dates	\$_____
Year 2 Maintenance,	\$_____
Year 3 Maintenance,	\$_____

Option 4 Grand Total \$_____